

ARTICLE 3. PARTIES TO THE AGREEMENT

The Members of the Association (members) are:

BERNUTH LINES, LTD.  
3201 N.W. 24th Street Road  
Miami, Florida 33142  
Nationality: Grand Cayman Island

CROWLEY AMERICAN TRANSPORT, INC  
9487 Regency Square Blvd.  
P.O. Box 2110  
Jacksonville, FL 32203-2110  
Nationality: Delaware

CARIBBEAN GENERAL MARITIME LTD.  
d/b/a Cari-Freight Shipping  
Dr. Monroe Bldg, Brazil Street, Box 288  
Castries, St. Lucia  
Nationality: St. Lucia

INTERLINE CONNECTION, NV  
BP 680 Rue General de Gaulle  
Marigot, St. Martin, 97150  
French West Indies  
Nationality: Puerto Rico

KENT LINE INTERNATIONAL LIMITED  
P.O. Box 66, 300 Union Street  
Saint John, New Brunswick  
Canada, E2L 3X1  
Nationality: Canada

KING OCEAN SERVICES, S.A.  
7570 Northwest 14th Street  
Miami, Florida 33126  
Nationality: Panama

SEABOARD MARINE, LTD.  
8050 NW 79 Avenue  
Miami, Florida 33166  
Nationality: Liberia

SEAFREIGHT LINE, LTD.  
2800 NW 105 Avenue  
Miami, Florida 33172  
Nationality: Florida

~~SEA LAND SERVICE, INC.~~  
~~6000 Carnegie Boulevard~~  
~~Charlotte, NC 28209-4637~~  
~~Nationality: Delaware, USA~~

TECMARINE LINES, INC.  
9900 N.W. 25th Street  
Miami, Florida 33172  
Nationality: Florida

TROPICAL SHIPPING &  
CONSTRUCTION CO., LTD.  
821 Avenue "E"  
Riviera Beach, Florida 33404  
Nationality: Bahamas

NPR, INC. d/b/a NAVIERAS  
212 Fernwood Avenue  
Edison, NJ 08837  
Nationality: Delaware



ARTICLE 4. GEOGRAPHIC SCOPE

A. Member Trade

The geographic scope of the Association extends between Atlantic and Gulf ports of the United States located between Eastport, Maine, and Brownsville, Texas, ports in the Commonwealth of Puerto Rico, on the one hand; and ports located in the Leeward/Windward Islands, Barbados, Trinidad, Guyana, Suriname, Haiti and Jamaica, on the other hand, including points located within the Continental United States (excluding Hawaii and Alaska) and Puerto Rico and points in nations of the Leeward/Windward Islands, Barbados, Trinidad, Guyana, Suriname, Haiti and Jamaica via the aforementioned ports. This geographic scope is herein referred to as "the trade".



ARTICLE 4. GEOGRAPHIC SCOPE

A. Member Trade

The geographic scope of the Association extends between Atlantic and Gulf ports of the United States located between Eastport, Maine, and Brownsville, Texas, ports in the Commonwealth of Puerto Rico, on the one hand; and ports located in the Leeward/Windward Islands, Barbados, Trinidad, Guyana, Suriname, Haiti and Jamaica on the other hand, including points located within the Continental United States (excluding Hawaii and Alaska) and Puerto Rico and points in nations of the Leeward/Windward Islands, Barbados, Trinidad, Guyana, Suriname, Haiti and Jamaica via the aforementioned ports. This geographic scope is herein referred to as "the trade".

## ARTICLE 8. VOTING PROCEDURES

Decisions reached under this Agreement shall be by mutual agreement of all members entitled to vote, it being fully understood that no member is required to adhere, other than voluntary, to any decision reached. A member of a voting Section as defined herein not providing an active service within a Trade in that Section, will not be entitled to vote on any matter relating to that Trade during the period of the member's nonservice. Any discussions between or among any two or more members of a voting Section in which they are entitled to vote, in which agreements are reached, shall be by mutual agreement of those members participating, it being fully understood that no member is required to adhere, other than voluntary, to any decision reached.

The Association membership is:

### *Section 1 (Leeward/Windward Islands & Trinidad to/from Continental United States)*

Bernuth Lines, Ltd.

Caribbean General Maritime Ltd. d/b/a CAGEMA

Crowley American Transport, Inc.

Interline Connection, NV

Kent Line International Limited

King Ocean Services, S.A.

NPR, Inc. d/b/a Navieras

Seaboard Marine, Ltd.

Seafreight Line, Ltd.

Tecmarine Lines, Inc.

Tropical Shipping & Construction Co., Ltd.

### *Section 2 (Leeward/Windward Islands & Trinidad to/from Puerto Rico)*

Caribbean General Maritime Ltd. d/b/a CAGEMA

Crowley American Transport, Inc.

Interline Connection, NV

Kent Line International Limited

NPR, Inc. d/b/a Navieras

Tecmarine Lines, Inc.

Tropical Shipping & Construction Co., Ltd.

### *Section 3 (Guyana and Suriname to/from Continental United States)*

Bernuth Lines, Ltd.

Caribbean General Maritime Ltd. d/b/a CAGEMA

Kent Line International Limited

King Ocean Services, S.A.

Seafreight Line, Ltd.

Tecmarine Lines, Inc.

### *Section 4 (Haiti to/from Continental U.S.)*

### *Section 5 (Jamaica to/from Continental U.S.)*

ARTICLE 8. VOTING PROCEDURES

Decisions reached under this Agreement shall be by mutual agreement of all members entitled to vote, it being fully understood that no member is required to adhere, other than voluntary, to any decision reached. A member of a voting Section as defined herein not providing an active service to an Island within a Trade in that Section, will not be entitled to vote on any matter relating to that Island Trade during the period of the member's nonservice. Any discussions between or among any two or more members of a voting Section in which they are entitled to vote, in which agreements are reached, shall be by mutual agreement of those members participating, it being fully understood that no member is required to adhere, other than voluntary, to any decision reached.

The Association section membership is:

***Section 1 (Leeward/Windward Islands & Trinidad to/from Continental United States)***

Bernuth Lines, Ltd.

Caribbean General Maritime Ltd. d/b/a ~~Cari-Freight Shipping~~ CAGEMA

Crowley American Transport, Inc.

Interline Connection, NV

Kent Line International Limited

King Ocean Services, S.A.

NPR, Inc. d/b/a Navieras

Seaboard Marine, Ltd.

Seafreight Line, Ltd.

~~Sea-Land Service, Inc.~~

Tecmarine Lines, Inc.

Tropical Shipping & Construction Co., Ltd.

***Section 2 (Leeward/Windward Islands & Trinidad to/from Puerto Rico)***

Caribbean General Maritime Ltd. d/b/a ~~Cari-Freight Shipping~~ CAGEMA

Crowley American Transport, Inc.

Interline Connection, NV

Kent Line International Limited

NPR, Inc. d/b/a Navieras

Tecmarine Lines, Inc.

Tropical Shipping & Construction Co., Ltd.

***Section 3 (Guyana and Suriname to/from Continental United States)***

Bernuth Lines, Ltd.

Caribbean General Maritime Ltd. d/b/a ~~Cari-Freight Shipping~~ CAGEMA

Kent Line International Limited

King Ocean Services, S.A.

Seafreight Line, Ltd.

Tecmarine Lines, Inc.

***Section 4 (Haiti to/from Continental U.S.)***

***Section 5 (Jamaica to/from Continental U.S.)***

## ARTICLE 13. INDEPENDENT ACTION

The members, having no obligation to adhere, other than voluntarily to any agreement reached hereunder, agree that each member may take independent action on any rate or service item effective upon 24-hour notice to the Association Executive Director, whereupon the Executive Director shall cause such tariff changes to be made effective on the date indicated by the member. Provided, however, where only one member maintains an active service in a Section that member may take action on any rate or service item to be filed in the Association tariff(s), effective upon 24-hour notice to the Association Executive Director, whereupon the Executive Director shall cause such tariff changes to be made effective on the date indicated by the member. The Executive Director shall immediately distribute all independent action requests to all members whereupon each other member may adopt by written notice to the Executive Director the independent rate or service item on or after the effective date of such charge.

Where there is no Association Tariff applicable, each member may take independent action without notification to the other members or Association.

RECEIVED  
1999 MAR 15 PM 2:26  
FED MARITIME COMM  
BUR OF ECON & AGMT ANAL

ARTICLE 14. SERVICE CONTRACTS

(a) The Association may enter into and implement service contracts as defined in Section 3(21) of the Shipping Act of 1984 including service contracts covering excepted commodities. Any such service contract will be a contract of the Association on behalf of any one or more of its members. Any Member may, separately and independently from the Association, enter into service contracts for cargo moving within the Trade and such service contracts may also include cargo moving outside the Trade, but only to the extent that the volume of such cargo will be applied toward the aggregate volume committed by the shipper; and the Members are authorized, but not required, to discuss the terms of such service contracts.

(b) Members may elect not to participate, or to limit their participation, in any Association service contract by appropriate written notification to the Executive Director prior to execution of any such contract specifying their election not to participate or the limitation on their participation. Any service contract shall specify those Members not participating, or if participating in a limited manner, the limitation of their participation. A Member which has initially elected not to participate in an Agreement service contract or to limit its participation may, prior to the service contract's expiration, elect to participate or remove its limitation as to its participation by notifying the Executive Director in writing which shall include the effective date that its participation shall begin or the limitation is removed.

RECEIVED  
1999 MAR 25 PM 2:02  
FED MARITIME COMM  
BUR OF ECON & AGMT ANAL



Caribbean Shipowners Association  
FMC Agreement No. 202-010979-032

IN WITNESS WHEREOF, the Members have executed these revisions to  
Article 3, Article 4, and Article 8 as of this 11 Day of MARCH 1999.

BERNUTH LINES, LTD.

By: Philip F. Busby  
Philip F. Busby, Executive Director

CROWLEY AMERICAN TRANSPORT, INC.

By: Philip F. Busby  
Philip F. Busby, Executive Director

CARIBBEAN GENERAL MARITIME LTD.  
d/b/a CAGEMA

By: Philip F. Busby  
Philip F. Busby, Executive Director

INTERLINE CONNECTION, NV

By: Philip F. Busby  
Philip F. Busby, Executive Director

KENT LINE INTERNATIONAL LIMITED

By: Philip F. Busby  
Philip F. Busby, Executive Director

KING OCEAN SERVICES, S.A.

By: Philip F. Busby  
Philip F. Busby, Executive Director

NPR, INC. d/b/a NAVIERAS

By: Philip F. Busby  
Philip F. Busby, Executive Director

SEABOARD MARINE, LTD.

By: Philip F. Busby  
Philip F. Busby, Executive Director

SEAFREIGHT LINE, LTD.

By: Philip F. Busby  
Philip F. Busby, Executive Director

TECMARINE LINES, INC.

By: Philip F. Busby  
Philip F. Busby, Executive Director

TROPICAL SHIPPING & CONSTRUCTION CO., LTD.

By: Philip F. Busby  
Philip F. Busby, Executive Director

vlm.3.5.99